changes, and plaintiff assented, saying—"That will be all right; let us go in and have a drink." *Held,* the act of defendant in making the alterations was not waste. The building as changed and altered is much more substantial and valuable than it was before, and is not so changed and altered that it cannot be restored. Plaintiff, having consented, is estopped to complain of the changes. *Abel* v. *Wueston* (1911), — Ky. —, 133 S. W. 774.

Under the earlier English decisions, the mere moving of a door or window, or the taking away of wainscoting, was an act of waste. *Agate* v. *Lowenbein,* 57 N. Y. 604. In that case it was held to be incompatible with the landlord's interest for a tenant to make alterations, unless he was justified by express permission. The doctrine of the earlier cases has been greatly modified to meet the changed conditions of the present time. In TAYLOR, LANDLORD AND TENANT, Ed. 8, art. 348, it is said: "But this strictness of the common law, has been essentially modified in this country, and it is now understood, it is not waste to erect a new edifice upon the demised premises or make an alteration therein, if it can be done without destroying or materially injuring the building or other improvements already placed thereon. He has no right indeed to pull down valuable buildings or to make improvements or alterations which will materially and permanently change the nature of the property so as to make it impossible for him to restore the premises at the expiration of the term, substantially as he received them; but to apply the ancient doctrine of waste in modern tenancies, even for short terms, would be an entire stop to the progress of improvement, and deprive the tenant of those benefits which both parties contemplated at the time of the demise, without any possible advantage to the owner of the reversion." A mere act of repair or alteration, such as the cutting a door in a house, if it did no actual injury, and did not tend to destroy the evidence of the reversioner's title, would not be waste. *Jackson* v. *Tibbits,* 3 Wend. 341; 1 WASHBURN, REAL PROPERTY, Ed. 5, 153. The real test seems to be whether the act essentially injures the inheritance as it will come down to the reversioner. This is a question for the jury. *Jackson* v. *Andrew,* 18 Johns. 431; *Webster* v. *Webster,* 33 N. H. 25. So a tenant for years may tear down a dilapidated building and erect another of the same size on the same foundation, and at the end of the term move it off. *Beers* v. *St. John,* 16 Conn. 322. Likewise a life tenant may erect a new smokehouse in place of one gone to decay, from materials obtained on the homestead. *Sarles* v. *Sarles,* 3 Sandf., Ch. 601.

MASTER AND SERVANT—INVOLUNTARY EMPLOYMENT—CONVICT LABOR.—Action by a convict against a company which had leased his services from the state, to recover for injuries sustained because of the negligence of a guard also employed by defendant company. *Held,* that the plaintiff was not a fellow servant of any of his employer's servants, so as to prevent recovery, as he was under no express or implied obligation to assume the risk of the negligence of another servant of the lessee. *Sloss-Sheffield Steel & Iron Co.* v. *Long* (1910), — Ala. —, 53 South. 910.

This case involves the position occupied, in the field of torts, by a con-

vict laborer, hired out by the state. There are few cases upon this proposition. But the law seems to be that the lessee is liable for a failure to furnish a safe place to work and safe appliances. *Dalheim* v. *Lemon,* 45 Fed. 225; *Hartwig* v. *Shoe Co.,* 43 Hun 425; *Dade Cole Co.* v. *Haslett,* 83 Ga. 549. Also the law is that the convict can recover if hurt because of going into a dangerous place under order of a guard, even though the danger is obvious. *Chattahouchee Brick Co.* v. *Braswell,* 92 Ga. 631. But a recovery may be denied because of the contributory negligence of the plaintiff. *Rayborn* v. *Patton,* 11 Ohio Dec. 100; *Hartwig* v. *Shoe Co.,* 118 N. Y. 664. In short, the law appears to be that the principles of the law of master and servant apply so as to bar a recovery for a failure of the convict to perform *his* duty, as in the case of contributory negligence; but that they do not apply with reference to the assumption of risk, or in the case of the negligence of another servant of the lessee, as the convict has no choice or freedom of action in these latter cases.

MASTER AND SERVANT—MEDICAL TREATMENT—CHARITIES.—A railroad company deducted a certain sum from the wages of employees, and made a contract with a competent surgeon to treat said employees in his hospital, in consideration of the fund so collected. *Held,* that the company was not liable for malpractice, by the doctor, on one of its employees. *Texas Cent. R. Co.* v. *Zumwalt* (1910), — Tex. —, 132 S. W. 113.

If a railroad, not for the pecuniary profit of the road, maintains a hospital for the treatment of its employees it is subject to the rule governing charitable corporations. *Eighmy* v. *U. P. R. Co.,* 93 Ia. 538; *Laubheim* v. *Koninglyke,* 107 N. Y. 228. The situation is not changed by the fact that the parties contribute, if the contributions are not a source of profit to the owner. *Hanway* v. *Galveston R. R.,* 94 Tex. 76. However, the courts divide as to the liability of charitable corporations. Some hold them to the same liability as a private corporation. *Donaldson* v. *Commissioners,* 30 New Brunswick, 279; *Glavin* v. *R. I. Hospital,* 12 R. I. 411. Some do not impose any corporate liability. *Downes* v. *Harper Hospital,* 101 Mich. 555; *Fire Ins Patrol* v. *Boyd,* 120 Pa. 624. The majority of courts are with the principal case, and only require that the corporation use due care in the selection of employees. *Hearns* v. *Waterbury Hospital,* 66 Conn. 98; *Powers* v. *Mass. etc. Hospital,* 109 Fed. 294; *Conner* v. *Sisters of the Poor,* 10 Ohio Dec. C. P. 86; *Corbitt* v. *St. Vincent's Industrial School,* 79 App. Div. 334.

MUNICIPAL CORPORATIONS—CONTROL OF—CONSTITUTIONAL LAW—SELF-EXECUTING PROVISIONS.—Plaintiff sought to enjoin the defendant city from issuing bonds for the purpose of procuring the location of a Normal School in the defendant city, in accordance with a special law (Laws 1910, c. 120) empowering such action on the part of municipalities, on the ground that said law is unconstitutional in that it is violative of § 80 of the Mississippi Constitution which requires that provision be made by general laws "to prevent the abuse by cities, towns, and other municipal corporations of their powers of assessment, taxation, borrowing money and contracting debts." *Held,*